

The Pruno Fund

Terms of Use Agreement

Last Updated Date: October 2, 2020

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF THE PRUNO FUND, INC. (“**TPF**”), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE “**WEBSITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY TPF. THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND APPLY TO ALL INTERNET USERS VISITING THE WEBSITE OR ACCESSING OR USING THE WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH TPF, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

PLEASE BE AWARE THAT SECTION 2.4 (TPF COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

1. UPDATES TO THIS AGREEMENT. PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY TPF IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, TPF will make a new copy of the Terms of Use Agreement available on the Website. We will also update the “Last Updated Date” at the top of the Terms of Use Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 3.1 (Registering Your Account) below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to this Agreement. Any changes to this Agreement will be effective immediately for new users of the Website and/or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Registered Users. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

2. SERVICES.

2.1 TPF Services. In pursuing our mission to help exonerated men and women succeed in transitioning from prison to life on the outside, we may from time to time run certain programs and Services. TPF may add, remove, update or modify any of these programs or Services in its absolute discretion. You acknowledge and agree that TPF may do so with or without notifying you. TPF may from time to time request applications from you prior to permitting you to participate in certain Services. You

acknowledge that TPF has sole discretion to determine the criteria for admission to such Services, whether to admit you into any such Services and may refuse your participation for any reason.

2.2 TPF Property. The Website, the Services, and the information and content available on the Website and the Services (each, a “**TPF Property**” and collectively, the “**TPF Properties**”) are protected by copyright laws throughout the world. Subject to this Agreement, TPF grants you a limited license to reproduce portions of TPF Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by TPF in a separate license, your right to use any and all TPF Properties is subject to this Agreement.

2.3 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit TPF Properties or any portion of TPF Properties, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other TPF Properties (including images, text, page layout or form) of TPF; (c) you shall not use any metatags or other “hidden text” using TPF’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of TPF Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of TPF Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in TPF Properties. Any future release, update or other addition to TPF Properties shall be subject to this Agreement. TPF, its suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of any TPF Property immediately terminates the licenses granted by TPF to you pursuant to this Agreement.

2.4 TPF Communications. By entering into this Agreement, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include, but are not limited to, operational communications concerning your Account or the use of the TPF Properties, updates concerning new and existing Services on the TPF Properties, communications concerning promotions run by us or our third-party partners, and news concerning the TPF and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

3. REGISTRATION.

3.1 Registering Your Account. In order to access certain features of TPF Properties you may be required to become a Registered User. For purposes of this Agreement, a “**Registered User**” is a user who has registered an account on the Website (“**Account**”).

3.2 Registration Data.

(a) In registering an account on the Website and applying for any Services, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the

registration form (the **“Registration Data”**); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

(b) You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using TPF Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of TPF Properties by minors.

(c) You may not share your Account or password with anyone, and you agree to (i) notify TPF immediately of any unauthorized use of your password or any other breach of security; and (ii) exit from your Account at the end of each session.

(d) If you provide any information that is untrue, inaccurate, not current or incomplete, or TPF has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, TPF has the right to suspend or terminate your Account and refuse your use of any and all current or future use of TPF Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself (although this does not prevent you from seeking the assistance of someone else to help set up your Account if needed).

(e) You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use TPF Properties if you have been previously removed by TPF, or if you have been previously banned from any of TPF Properties.

4. RESPONSIBILITY FOR CONTENT.

4.1 Types of Content. You acknowledge that all Content, including TPF Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not TPF, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through TPF Properties (**“Your Content”**), and that you and other Registered Users of TPF Properties, and not TPF, are similarly responsible for all Content that you and they make available through TPF Properties (**“User Content”**).

4.2 No Obligation to Pre-Screen Content. You acknowledge that TPF has no obligation to pre-screen Content (including, but not limited to, User Content), although TPF reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that TPF pre-screens, refuses or removes any Content, you acknowledge that TPF will do so for TPF’s benefit, not yours. Without limiting the foregoing, TPF shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

5. OWNERSHIP.

5.1 TPF Properties. Except with respect to Your Content and User Content, you agree that TPF and its suppliers own all rights, title and interest in TPF Properties (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and TPF software. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any TPF Properties.

5.2 Trademarks. The Pruno Fund and all related graphics, logos, service marks and trade names used on or in connection with any TPF Properties or in connection with the Services are the trademarks of TPF and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in TPF Properties are the property of their respective owners.

5.3 Your Content. TPF does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in TPF Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5.4 License to Your Content. You grant TPF a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing TPF Properties to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of TPF Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not TPF, are responsible for all of Your Content that you make available on or in TPF Properties. You may not post or submit for print services a photograph of another person without that person’s permission.

5.5 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to TPF through its suggestion, feedback, wiki, forum, or similar pages (“**Feedback**”) is at your own risk and that TPF has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to TPF a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of TPF Properties and/or TPF’s business.

6. USER CONDUCT. As a condition of use, you agree not to use TPF Properties for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) make available any Content on or through TPF Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without TPF’s prior written consent; (v) impersonates any person or entity, including any employee or representative of TPF; (vi) interferes with or attempt to interfere with the proper functioning of TPF Properties or uses TPF Properties in any way not expressly permitted by this Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against TPF Properties, including but not limited to violating or attempting to violate any security features of TPF Properties, using manual or automated software or other means to

access, “scrape,” “crawl” or “spider” any pages contained in TPF Properties, introducing viruses, worms, or similar harmful code into TPF Properties, or interfering or attempting to interfere with use of TPF Properties by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” TPF Properties.

7. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT. It is TPF’s policy to terminate membership privileges of any Registered User who repeatedly infringes copyright upon prompt notification to TPF by the copyright owner or the copyright owner’s legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on TPF Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on TPF Properties of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Contact information for TPF’s Copyright Agent for notice of claims of copyright infringement is as follows: [Include name or title, and physical address of Copyright Agent].

8. INVESTIGATIONS.

8.1 Monitoring. TPF may, but is not obligated to, monitor or review TPF Properties and Content at any time. Without limiting the foregoing, TPF shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates this Agreement or any applicable law. Although TPF does not generally monitor user activity occurring in connection with TPF Properties or Content, if TPF becomes aware of any possible violations by you of any provision of this Agreement, TPF reserves the right to investigate such violations, and TPF may, at its sole discretion, immediately terminate your license to use or participate in TPF Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

8.2 TPF Actions. TPF reserves the right to: (a) remove or refuse to post any of your Content for any or no reason in our sole discretion; (b) take any action with respect to any of your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the TPF Properties or the public, or could create liability for the TPF; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the TPF Properties; and/or (e) terminate or suspend your access to all or part of the TPF Properties for any or no reason, including without limitation, any violation of this Agreement.

8.3 Enforcement. If TPF becomes aware of any possible violations by you of this Agreement, TPF reserves the right to investigate such violations. TPF is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in TPF Properties, including Your Content, in TPF’s possession in connection with your use of TPF Properties, to: (a) comply with applicable laws, legal process or governmental request; (b) enforce this Agreement; (c) respond to any claims that Your Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of TPF, its Registered Users or the public, and all

enforcement or other government officials, as TPF in its sole discretion believes to be necessary or appropriate.

9. DISCLAIMER OF WARRANTIES AND CONDITIONS.

9.1 General. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF TPF PROPERTIES IS AT YOUR SOLE RISK, AND TPF PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TPF EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE TPF PROPERTIES.

9.2 No Services Guarantee. TPF DOES NOT GUARANTEE THAT YOU WILL BE PERMITTED TO PARTICIPATE IN ANY SERVICE AND YOU EXPRESSLY AGREE THAT YOU HAVE NO EXPECTATION OF BEING ACCEPTED INTO ANY SERVICE. IF YOU DO PARTICIPATE IN A SERVICE, YOU ACKNOWLEDGE AND AGREE THAT TPF DOES NOT MAKE ANY PROMISE, WARRANTY OR GUARANTEE THAT YOUR PARTICIPATION IN THE SERVICES OR ANY USE OF THE TPF PROPERTIES WILL BE SUCCESSFUL OR HAVE ANY PARTICULAR RESULT.

10. LIMITATION OF LIABILITY.

10.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL TPF, ITS AFFILIATES, REPRESENTATIVES OR AGENTS ("**TPF PARTIES**") BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT TPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF THE TPF PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE TPF PROPERTIES; (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON TPF PROPERTIES; OR (d) ANY OTHER MATTER RELATED TO TPF PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A TPF PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A TPF PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A TPF PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, TPF PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF: (a) THE TOTAL AMOUNT PAID TO TPF BY YOU, OR BY TPF TO YOU, DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A TPF PARTY FOR: (i) DEATH OR PERSONAL INJURY CAUSED BY A TPF PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A TPF PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

10.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TPF AND YOU.

11. TERM AND TERMINATION.

11.1 Term. This Agreement commences on the date when you accept them and remain in full force and effect while you use TPF Properties, unless terminated earlier in accordance with this Agreement.

11.2 Termination of Services by TPF. If you have materially breached any provision of this Agreement, or if TPF is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), TPF has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in TPF's sole discretion and that TPF shall not be liable to you or any third party for any termination of your Account or access to the Services.

11.3 Termination of Services by You. If you want to terminate the Services provided by TPF, you may do so by (a) notifying TPF at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to TPF's address set forth below.

11.4 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. TPF will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of this Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability. If your registration(s) with, or ability to access, TPF Properties or any other TPF community, is discontinued by TPF due to your violation of any portion of this Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access TPF Properties or any TPF community through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, TPF reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

12. THIRD-PARTY SERVICES. TPF Properties may contain links to third-party websites, applications and advertisements for third parties (collectively, "**Third-Party Services**"). When you click on a link to a Third-Party Service, we will not warn you that you have left TPF Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Services are not under the control of TPF. TPF is not responsible for any Third-Party Services. TPF provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or any product or service provided in connection therewith. You use all links in Third-Party Services at your own risk. When you leave our Website, this Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Services, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

13. GENERAL PROVISIONS.

13.1 Electronic Communications. The communications between you and TPF may take place via electronic means, whether you visit TPF Properties or send TPF e-mails, or whether TPF posts notices

on TPF Properties or communicates with you via e-mail. For contractual purposes, you: (a) consent to receive communications from TPF in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that TPF provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.

13.2 Assignment. This Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without TPF's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

13.3 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to TPF Properties, please contact us at: info@prunofund.org. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

13.4 Governing Law and Venue. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and TPF agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Santa Clara County, California.

13.5 Notice. Where TPF requires that you provide an e-mail address, you are responsible for providing TPF with your most current e-mail address. In the event that the last e-mail address you provided to TPF is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, TPF's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to TPF at the following address: 1110 East 44th Street Chicago, IL 60653. Such notice shall be deemed given when received by TPF by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

13.6 Waiver and Severability. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

13.7 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

[End of Terms of Use Agreement]